



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-103700-25

In the matter of: 311, 1415 Lawrence Avenue West
Toronto ON M6L1A1

Between: Chinwe Iloabachie Landlords
Emmanuel Anozie

And

Trudy Small Tenant
Tashai Small

Chinwe Iloabachie and Emmanuel Anozie (the 'Landlords') applied for an order to terminate the tenancy and evict Trudy Small and Tashai Small (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 14, 2026.

The Landlords and the Tenant, Trudy Small attended the hearing.

Determinations:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenant were still in possession of the rental unit.
3. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
4. The Tenant has paid \$4,500.00 to the Landlords since the application was filed.
5. The rent arrears owing to January 31, 2026 are \$1,500.00.
6. The Landlords incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlords is \$1,701.00.

8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
9. The Tenant testified that she fell into arrears due to a lack of work hours but testified that she has obtained full-time employment as of October 2025. The Tenant testified about her income and expenses and I found her testimony to be credible. The Tenant requested relief from eviction in the form of a payment plan requiring the Tenant to pay an additional \$200.00 per month in addition to the monthly rent. The Landlords opposed the Tenant's request. Given the low amount of arrears and the Tenant's testimony about her income and expenses, I find that the payment plan is reasonable. I also find that it would not be unfair in the circumstances to grant relief from eviction in the form of the proposed payment plan as set out below.

It is ordered that:

1. The Tenant shall pay to the Landlords \$1,701.00 for arrears of rent up to January 31, 2026 and costs.
2. The Tenant shall pay to the Landlords the amount set out in paragraph 1 in accordance with the following schedule:
 1. \$200.00 on or before the 1st day of each month for the period February 1, 2026 to September 1, 2026.
 2. \$101.00 on or before October 1, 2026.
3. The Tenant shall also pay to the Landlords new rent on time and in full as it comes due and owing for the period February 1, 2026 to October 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlords pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlords may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

January 23, 2026
Date Issued

Christopher Lin
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.